

AGREEMENT WITH THE COUNTY OF SAN BENITO
FOR USE OF SHERIFF'S OFFICE

This Agreement is entered into this 1st day of September, 2016, by and between the County of San Benito, hereinafter referred to as "County," and South Bay Regional Public Safety Training Consortium, hereinafter referred to as "Outside Agency."

PURPOSE:

To enter into an agreement where County will allow Outside Agency, in exchange for certain consideration, to access and use for training, competition, or other approved purposes, the San Benito County Sheriff's Office facility and property, or certain designated facilities at the facility and property, located at 2301 Technology Parkway, Hollister, California, San Benito County.

TERMS AND CONDITIONS:

1. County agrees to allow the Outside Agency to utilize the San Benito County Sheriff's Office facility and property limited to the following buildings and facilities at 2301 Technology Parkway for training or other authorized purposes below: Bay 4, Northwest Corner of the Sheriff's Office.

2. The Outside Agency shall have access to and use of the San Benito County Sheriff's Office facility and property as designated in this Agreement in order to conduct training for regular and specialized training, in defensive tactics, use of force and decision making. All such training conducted by the Outside Agency shall at all times be under the direction, control and supervision of authorized and qualified Outside Agency instructors.

Outside Agency shall utilize the space at such time may be agreed to by Outside Agency and the San Benito County Sheriff in writing. The San Benito County Sheriff's Office shall retain the right to use all portions of the facilities at any time due to operational necessity and may change or modify the space and time allocated to Outside Agency as the reasonable operational needs of the Sheriff's Office may merit.

3. The Outside Agency shall, commencing upon the execution of this Agreement by all parties, have immediate, full and continued access to and use of the San Benito County Sheriff's Office facility and property as agreed in this agreement. Scheduled use is to be arranged through and is subject to approval of the San Benito County Sheriff's Office. All such Outside Agency access and usage shall be limited as further described in this Agreement. The Outside Agency shall not use the San Benito County Sheriff's Office facility and property (including equipment, instruments, supplies or personnel) for any purpose other than the performance of the Outside Agency's rights and obligations under this Agreement.

4. In consideration for such present and future access to and usage by Outside Agency of the San Benito County Sheriff's Office facility and property, the Outside Agency will provide compensation to the County as set forth in **Exhibit A**, attached to this agreement and incorporated by reference. The Outside Agency shall submit payment to County within 30 days of receiving the County invoice for use of the San Benito County Sheriff's Office facility and property by the Outside Agency, when such claims, liabilities, demands or actions arise from the actions or conduct of the Outside Agency.

5. Any Outside Agency that has scheduled the use of the facility, and does not cancel its use ten (10) working days prior to the scheduled date, will be obligated to pay the Sheriff's Office for the time scheduled. This will provide an opportunity for the Sheriff's Office to schedule other users.

6. Any Outside Agency does not have the authority to bring in storage containers on the property of the Sheriff's Office facility without prior approval by the Sheriff's Administration. Deputies cannot provide this authority. At the time of the written request to the Sheriff's Administration a full disclosure of type, size, and what is being stored must be provided in order for the Sheriff's Administration to make a sound decision.

7. The Outside Agency shall be responsible for and use reasonable care to maintain the San Benito County Sheriff's Office facility and property in a reasonable and satisfactory condition during the time they are being utilized by the Outside Agency, reasonable wear and tear excepted. The Outside Agency shall reimburse the County for any misuse and/or negligent use of the premises by the Outside Agency and its personnel. Overall routine maintenance for the San Benito County Sheriff's Office facility and property is the responsibility of the County.

8. Outside Agency to comply with all **Rules** as set forth in **Exhibit B-1**, attached to this agreement and incorporated by reference.

9. The Outside Agency agrees that all use is by advance appointment only. Outside Agency agrees to pick up keys and return them to the Sheriff's Department. Outside Agency also agrees to sign the log book prior to usage.

10. Outside Agency agrees to provide its own training equipment.

11. Outside Agency agrees to clean the training area after each use.

12. The Outside Agency agrees to comply with the **Insurance and Indemnification Requirements** set forth in **Exhibit B-2**, attached to this Agreement and incorporated by reference.

13. In further consideration for the use of the San Benito County Sheriff's Office facility and property, the Outside Agency agrees to accept responsibility for and to release, discharge and defend County and its personnel, agents or assigns from any and all claims, liabilities, demands or actions of every kind and nature, whether in law or equity, for any loss,

damage or injury, to all personnel or property arising from the use of the San Benito County Sheriff's Office facility and property by the Outside Agency, when such claims, liabilities, demands or actions arise from the actions or conduct of the Outside Agency.

14. The County agrees to accept responsibility for, and to release, discharge and defend the Outside Agency and its personnel, agents or assigns from any and all claims, liabilities, demands or actions of every kind and nature, whether in law or equity, for any loss, damage or injury, to all personnel or property arising from the use of the San Benito County Sheriff's Office facility and property when such claims, liabilities, demands or actions arise solely from the conduct of County.

15. Neither County nor its personnel, agents and/or assigns shall be liable to the Outside Agency for any personal injury or property damage to the Outside Agency, its employees, agents, and/or assigns, unless such injury or damage is caused by, or due to the negligence or intentional acts by County, its personnel, agents, and/or assigns, without contributory negligence on the part of the Outside Agency, its employees, agents, and/or assigns.

16. The Outside Agency agrees to observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all applicable provisions of the Occupational Safety and Health Act of 1997 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All actions and usage of the Sheriff's Office facilities by Outside Agency must be in accordance with these laws, ordinances, codes and regulations. To the extent permitted by federal law, the Outside Agency shall indemnify, defend and hold harmless the County from any and all liability, fines, penalties and consequences from any noncompliance or violation by the Outside Agency, its personnel, agents and/or assigns of any such law, ordinance, code or regulation.

17. The Outside Agency agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, veteran's status, political affiliation, or other no-merit factors be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

18. Nothing in this Agreement shall be construed to permit assignment or transfer by the Outside Agency of any rights under this Agreement, and such assignment or transfer is expressly prohibited and void.

19. If a death, serious personal injury, or substantial property damage occurs in connection with use by Outside Agency of the San Benito County Sheriff's Office facility and property under this Agreement, the Outside Agency shall immediately notify the Commanding Officer of the Sheriff's Office, either in person or by telephone. The Outside Agency shall promptly submit a written report, in such form as County may require, of all incidents that occur in connection with this Agreement.

20. It is understood and agreed by the parties that if the San Benito County Sheriff's Office facility and property is closed for maintenance or repairs, or if the facility is closed and/or inaccessible for a due to a natural disaster or the reasonable operational needs of the Department due to unusual or unforeseeable circumstances, the Outside Agency shall not be entitled to any damages and such closure shall not be considered a breach of this Agreement.

21. This Agreement shall commence and be effective upon the date of its acceptance by all parties, as shown by the signing of this Agreement by representatives for the parties, and shall continue until terminated.

22. This document and all exhibits attached thereto constitute the full, complete Agreement between County and Outside Agency. Modifications to this Agreement shall have no force or effect unless and until the modification is put in writing and signed by both parties to this Agreement.

23. San Benito County Sheriff, Darren Thompson, is designated by County as its contract administrator. All matters concerning this contract which are within the responsibility of County shall be under the direction of, or shall be submitted to, the Contract Administrator or any County employee as the Contract Administrator may appoint. County may, in its sole discretion, change its designation of the contract administrator and shall promptly give written notice to Contractor of any such change.

By signing below, the parties acknowledge that they have read and understand all provisions and terms of this Agreement.

OUTSIDE AGENCY

SAN BENITO COUNTY

By: _____
[Name] _____
[Title] _____

By: _____
Robert Rivas, Chair
San Benito County Board of Supervisors

ATTEST:

APPROVED AS TO LEGAL FORM:

Clerk of the Board

Barbara Thompson, Assistant County Counsel

By: _____
Deputy Clerk

Date: _____

EXHIBIT "A"

SHERIFF'S OFFICE FACILITY FEE SCHEDULE

1. [] The following fees are in effect for use of the Sheriff's Range:

\$____/Hour

\$____/Day

2. [X] In lieu of [] full [] partial payment by Outside Agency for access to San Benito County Sheriff's Office firearms range facility during the term of this Agreement, County agrees to accept the following in kind services from Outside Agency:

_____ hours of free training

_____ free designated Course slots for San Benito County Sheriff Office personnel

__X__ Other: Use of training equipment.

EXHIBIT B-1
San Benito County Sheriff's Office
Facility Rules

1. No Live firearms.
2. No live ammunition.
3. No use of chemical agents indoors.
4. No boots on training mats.
5. Ensure training area is clean before and after each use.
6. Report any injuries.
7. Absolutely **NO** alcoholic beverages allowed at any County facility.
8. Prior to leaving the County facility, please turn off all lights and secure the facilities by locking all doors and windows.
9. Report any damage or problems to one of the following San Benito County Sheriff's Office personnel:

On-Duty Watch Commander
Sgt. Kelly Burbank
(831) 636-4080

EXHIBIT B-2

INSURANCE AND IDEMNIFICATION REQUIREMENTS FOR SHERIFF'S OFFICE FACILITY USE CONTRACTS

Indemnity

The Outside Agency shall indemnify, defend, and hold harmless the County of San Benito (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Outside Agency and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Outside Agency shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Outside Agency is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Outside Agency's indemnification of the County, the Outside Agency shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Outside Agency shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Outside Agency upon request.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Risk Manager.

C. Notice of Cancellation

All coverage as required herein shall not be cancelled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance – for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$3,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of San Benito, and members of the Board of Supervisors of the County of San Benito, and the officers, agents, and employees of the County of San Benito, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of San Benito, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the Outside Agency shall be notified by the contracting departments of these requirements.

